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6 Attorneys for Plaintiff
7 SMTC CORPORATION

8 UNITED STATES DISTRICT COURT
9 FOR THE CENTRAL DISTRICT OF CALIFORNIA
10 SOUTHERN DIVISION
11

12 SMTC Corporation, a Delaware
corporation,

13 Plaintiff,

14 v.

15 APT ELECTRONICS, INC., a California
corporation,

16 Defendant.
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19 APT ELECTRONICS, INC., a California
corporation,

20 Third-Party Plaintiff,

21 v.

22 INOGEN, INC., a Delaware corporation
23 and ROES 1 through 10,

24 Third-Party Defendant.
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Case No. 8:23-cv-00672-JVS-DFM

**STIPULATION FOR
JUDGMENT**

District Judge: Hon. James V.
Selna

Magistrate Judge: Hon. Douglas F.
McCormick

Complaint filed: April 18, 2023

1 **COMES NOW** Plaintiff SMTC Corporation (“SMTC”) and Defendant/Third
2 Party-in-Impleader Plaintiff APT Electronics, Inc. (“APT”) and hereby agree and
3 stipulate as follows:

4 **WHEREAS**, on April 18, 2023, SMTC commenced the above-entitled litigation
5 alleging claims for (1) Breach of Contract; (2) Quantum Meruit; (3) Goods Sold and
6 Delivered; (4) Open Book Account; (5) Account Stated; and (6) Unfair Competition
7 and seeking compensatory damages in the total sum of \$3,023,244.08 based on the
8 Outstanding Invoices it claimed were past due and owing in the amount of
9 \$2,796,642.08 and an additional amount of \$226,602.00 due for non-cancellable,
10 non-returnable materials SMTC purchased under a written agreement between
11 SMTC and APT;
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15 **WHEREAS**, on May 25, 2023, APT filed an answer to SMTC’s Complaint in
16 which it specifically denied each and every material allegation made against it and
17 asserted various affirmative defenses;
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20 **WHEREAS**, on July 25, 2023, SMTC applied to the Court for a Right to Attach
21 Order and for issuance of a Writ of Attachment against the corporate assets of APT
22 in the total amount of \$3,023,244.08. On August 1, 2023, APT filed its opposition to
23 SMTC’s application. On August 17, 2023, the Court issued a written order granting
24 in part SMTC’s application and ordered that, subject to SMTC posting an
25 undertaking in the amount of \$10,000.00, a Right to Attach Order and Writ of
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1 Attachment shall be issued in the total amount of SMTC's claimed invoices of
2 \$2,796,642.08;
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4 **WHEREAS**, SMTC and APT have entered into a written settlement agreement
5 resolving all the disputes between them effective as of September __, 2023 (the
6 "Settlement Agreement");
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9 **WHEREAS**, under the Settlement Agreement APT agreed to make certain
10 settlement payments over time;
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12 **WHEREAS**, SMTC and APT agreed that the security for the settlement
13 payments will be this Stipulation for Judgment;
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15 **WHEREAS**, SMTC and APT agreed that SMTC's counsel shall hold this
16 executed Stipulation for Judgment and not file it with the Court unless and until APT
17 is in material breach of the Settlement Agreement by failing to timely satisfy the
18 payment obligations set forth therein;
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21 **WHEREAS**, SMTC and APT have agreed to request that the Court retain
22 jurisdiction over them for the purposes of enforcing the Settlement Agreement,
23 including any breach and/or violation thereof and this Stipulation for Judgment;
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25 **WHEREAS**, APT expressly consents to the jurisdiction of the above-entitled
26 Court with respect to the filing and enforcement of this Stipulation for Judgment.
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1 **WHEREAS**, to the extent that the attached Judgment is entered by the Court at
2 any time following a breach and/or violation of the Settlement Agreement, APT shall
3 be entitled to an offset and/or credit of any and all settlement payments made prior to
4 entry of the Judgment against satisfaction of the Judgment; and
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7 **WHEREAS**, the accompanying Declaration of SMTC's counsel of record
8 herein filed concurrently with this Stipulation for Judgment sets forth the amount of
9 any such offset and/or credit to which APT shall be entitled.
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1 **IT IS HEREBY STIPULATED AND AGREED** by and between SMTC and
2 APT, through their respective counsel of record herein, that the Court shall enter the
3 attached Judgment (Exhibit "A" hereto) without further notice or hearing.
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5
6 DATED: September 25, 2023

PROCOPIO, CORY, HARGREAVES &
SAVITCH LLP

8
9 By: 

J. Christopher Jaczko
Jacob K. Poorman

Attorneys for Plaintiff
SMTC CORPORATION

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12
13 DATED: September 21, 2023

RUTAN & TUCKER, LLP

14
15 By: 

Kathryn D.Z. Domin
Samantha Papuchis
Golsa Honarfar

Attorneys for Defendant/Third-Party
Complainant
APT ELECTRONICS, INC.
CORPORATION

CM/ECF NOTICE OF ELECTRONIC FILING

By causing the above to be served through this Court's electronic transmission facilities via the Notice of Electronic Filing (NEF) and hyperlink, to the parties and/or counsel who are determined this date to be registered CM/ECF Users set forth in the service list obtained from this Court on the Electronic Mail Notice List.